

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Fleishman-Hillard, Inc.	2. Registration No. 5801
3. Name of Foreign Principal The Government of the Republic of Turkey	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Fleishman-Hillard, Inc. will provide public relations consulting services, including media relations, stakeholder outreach, research and online communications. As compensation for the performance of the public relations services described in the attached contract, Fleishman-Hillard, Inc. will receive payments from The Government of the Republic of Turkey, in accordance with the compensation rates specified in the contract. All contract activities and work will be channeled through the Turkish Embassy as the primary contracting agent. From March 3, 2008, to August 4, 2008, performance on the contract continued under the terms written. A written addendum extending the contract term to March 3, 2009, was executed in the summer of 2008 and is attached hereto, along with the contract.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Fleishman-Hillard, Inc. will provide public relations and communications services to The Government of the Republic of Turkey in connection with helping the embassy establish a better image of Turkey in the United States. In furtherance of these objectives, Fleishman-Hillard, Inc. will conduct quantitative research, assist in message development, coordinate briefings, provide media monitoring and analysis, provide counsel on proactive and reactive media opportunities, and create online channels of communication, including revamped Web sites and blogs.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
12/23/08	William B. Winkeler, Treasurer	<i>William B. Winkeler</i>

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**ADDENDUM TO THE CONTRACT ENTERED INTO
ON OR ABOUT SEPTEMBER 4, 2007
BETWEEN FLEISHMAN-HILLARD INC.
AND THE GOVERNMENT OF THE REPUBLIC OF TURKEY**

This addendum to the above Contract is entered into the 4 day of August, 2008 (the "Effective Date") by and between Fleishman-Hillard Inc. ("F-H") and The Government of the Republic of Turkey (the "Government")

WHEREAS, F-H and the Government are parties to a certain Contract entered into on or about September 4, 2007 (the "Contract"); and

WHEREAS, the parties desire to extend the term of the contract:

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Addendum, the parties agree that the contract shall be extended through March 3, 2009.

All other provisions of the Contract and the obligations incurred by the parties thereunder remain unchanged and in full force and effect. All other aspects of the relationship between the Government and F-H, as regards the services to be performed under this addendum and not already provided for herein, shall also be governed under the terms of the original Contract.

IN WITNESS WHEREOF, the parties have executed this addendum on the date first above written

FLEISHMAN-HILLARD INC.

By Maurice Bourdieu

Date 8-20-08

THE GOVERNMENT OF THE
REPUBLIC OF TURKEY

By Nabi Sensoy
Ambassador

Date August 4, 2008

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**AGREEMENT
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF TURKEY AND
FLEISHMAN-HILLARD INC.**

This Agreement for public relations and communications services ("Agreement") is made and entered into this 4th day of September 2007, by and between the Government of the Republic of Turkey, a sovereign State, (the "Government") and Fleishman-Hillard Inc., a corporation formed under the laws of the State of Missouri, with an office in Washington, DC ("FH").

The Government and FH hereby agree:

1-Term

This Agreement shall last six months, commencing on September 4, 2007 and terminating on March 3, 2008. It may be renewed for additional and successive periods only upon the explicit written agreement of both parties.

2-Scope of Services

FH will provide the Government with public relations and communications services the scope of which shall be determined in separate communication between the parties.

3-Performance Review

FH shall not pursue a public relations and communications strategy or agenda without the prior express consent of the Government. FH shall meet with the Government upon the Government's request to review performance and conduct planning. At a minimum, such meetings shall take place bi-monthly. FH shall also submit an activity report to the Government on a monthly basis.

4-Confidentiality

No confidential client information will be shared with anyone beyond the specific FH Turkey team and FH's authorized subcontractors on the Turkey account. FH takes personal responsibility for ensuring that such authorized subcontractors protect the Government's confidential information to the same extent FH does.

In the event FH is required to disclose confidential client information pursuant to a court order or other judicial or administrative process, FH will provide the Government with advance notice of such disclosure, sufficient to allow the Government to raise any legal defenses that may prevent such disclosure.

Upon the termination of this Agreement and any renewals, the Government may request from FH the return of any documents or other information provided by the Government.

5-Care of Property and Inspection

FH will take reasonable precautions to safeguard the Government's property.

The Government may inspect, at the appropriate FH office, all correspondence, contracts, books, accounts, and other materials prepared or held by FH that are directly related to its performance under this Agreement. Inspections may be made during FH's normal business hours upon three days' prior written notice. No such inspections shall be conducted by an entity that is compensated on a contingent fee basis.

6-Approvals, Accuracy of Information

The Government shall have the sole responsibility for authorizing and approving the dissemination of all information and materials released on its behalf. The Government shall be solely responsible for the accuracy, and completeness of the information that it provides or approves for FH use.

7-Personnel and Other Service Providers

FH shall compose its own team to achieve the best possible results in providing the services described in this Agreement. FH will provide the Government at the earliest possible date a list of personnel in charge of the Turkey account, including their areas of expertise and how each will be utilized. This list will be updated from time to time as required.

FH's Turkey team shall include at no additional cost to the Government at least one individual who is proficient in the Turkish language, has experience in the field of public relations and who possesses an understanding of Turkish and American political developments. At FH's discretion, this individual may be an employee of FH or may be retained as an independent contractor to FH.

It may be appropriate in the course of FH's performance under this Agreement to work with additional outside experts and other third parties. Should any such be required who are not provided by or are employees of the Government, FH shall seek the Government's prior authorization before hiring them. Except as otherwise stated in this Agreement, whether such experts or third parties are to be compensated by FH or the Government shall be addressed on a case-by-case basis.

8-Registration and Disclosure:

FH and any independent third parties it may subcontract to or otherwise employ shall separately and individually comply with any and all restrictions and requirements, including filing and other disclosure, of the Foreign Agents Registration Act, the Lobbying Disclosure Act, the Ethics Reform Act of 1989, the Foreign Corrupt Practices Act, and other applicable laws and regulations of the United States, the State of Missouri, and the District of Columbia.

9-Fees, Disbursements and Other Charges:

The Government agrees to pay FH a flat fee retainer of \$ 113,683 per month for the services described in this Agreement. Said fee shall be invoiced in advance of each month that services are to be performed by FH and payment shall be due at the beginning of each month that services are to be performed. FH may suspend services until said payment is received.

The monthly fee shall be paid by wire transfer to the following account of the FH, or to such accounts as later designated by FH in writing:

Bank Name: LaSalle Bank N.A.
Bank Address: 135 S. LaSalle, Chicago, IL 60603
Bank Telephone: 312-904-2222
Account Name: Fleishman-Hillard, Inc.
Account Number: [REDACTED]
ABA: [REDACTED]
Swift Code: [REDACTED]

Day-to-day expenses incident to FH's services under this Agreement, such as telephone, facsimile transmission, mail, messenger charges and information retrieval shall be included in the above mentioned flat retainer fee.

10-Non-Payment and Collection

In addition to FH's rights under section 9 above, the Government agrees that the failure to pay any invoice within 30 days of the date of invoice may result in suspension of any or all services provided by FH to the Government until payment is received, and may result in termination of the Agreement.

11-Termination

This Agreement shall terminate upon its natural expiration if not renewed.

Either party may terminate this Agreement at any time prior to its natural expiration subject to thirty (30) days advance written notice. In this event, the Government shall pay FH its pro-rata share of earned fees apportioned on a daily basis through the end of the notice period.

Should this Agreement terminate prior to its natural expiration, any fees paid to FH by the Government that exceed the pro-rata share of earned fees apportioned on a daily basis up to the date of termination shall be refunded by FH to the Government.

Provisions in this Agreement related to payment, confidentiality, indemnification, dispute resolution and waiver shall survive termination of this Agreement.

12-Conflicts of Interest

The Government acknowledges FH's large size and breadth of practice, which give rise to the potential that FH may represent clients in matters whose interests are contrary to Turkey's. The parties recognize that even the appearance of a conflict could render unproductive the relationship contemplated in this Agreement. Therefore, FH shall endeavor not only to avoid actual conflicts, but the appearances of conflicts as well. To this end FH, shall immediately assess whether it represents any clients whose interests, in FH's good faith opinion, are contrary to Turkey's. If so, then FH shall inform the Government and then the parties shall work together to determine whether and how to resolve any apparent or actual conflict. In order to assist in the process of identifying potential conflicts, FH shall consult with the Government's legal counsel in identifying those issues, which, if addressed in other client matters, may present a conflict.

13-Representations and Warranties

~~The Government hereby represents and warrants that the undersigned has the full power and authority to enter into this Agreement on behalf of the Government and to carry out the obligations contemplated herein. This Agreement, when executed by the undersigned on behalf of the Government, will constitute a legal, valid and binding agreement of the Government enforceable against the Government in accordance with its terms.~~

FH hereby represents and warrants that the undersigned has the full power and authority to enter into this Agreement on behalf of FH and to carry out the obligations contemplated herein. This Agreement, when executed by the undersigned on behalf of FH, will constitute a legal, valid and binding agreement of the FH enforceable against FH in accordance with its terms.

Absent the express written consent of the Government, neither FH nor its consultants and subcontractors have authority to bind Turkey in any manner whatsoever.

14-Choice of Law, Jurisdiction, Language

This Agreement shall be governed and construed in accordance with, the laws of the Republic of Turkey. The Turkish Republic Courts located in Ankara, Turkey shall be the venue for resolving any dispute related to the interpretation and application of this Agreement that cannot otherwise be settled amicably by the parties.

In the event that this agreement is provided in more than one language, the English language version of this Agreement shall govern.

15-Indemnity

FH shall be solely responsible for the acts of its employees and agents and shall defend and hold the Government harmless from and indemnify it for any claims which arise from their acts.

The Government shall indemnify and hold FH harmless from any third party liability arising from the negligent or intentionally wrongful acts or omissions of the Government or its employees.

16-Notice Addresses

Notice required under this agreement shall be given in writing either by personal delivery, telecopy (with confirmation of receipt) or certified mail, addressed in case of notice to the Government at:

Turkish Embassy
2525 Massachusetts Avenue, NW
20008, Washington, DC

To FH at:
Frederic L. Rohlfing
Fleishman-Hillard Inc.,
200 N. Broadway
63102 St. Louis, Missouri

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first written above, in two (2) original copies in the English language.

FOR THE GOVERNMENT OF THE
REPUBLIC OF TURKEY

By: H.E. Nabi Sensoy
Turkish Ambassador to the United States

FOR FLEISHMAN-HILLARD INC.

By: Martha Boudreau
Executive Vice President, Regional Director, and General Manager
Fleishman-Hillard Washington, D.C.

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